

INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)		1 SOLICITATION NO. N00174-98-R-0024	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
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INSTRUCTIONS											
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.</p> <p>"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.</p> <p>See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".</p> <p>The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.</p> <p>If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.</p> <p>Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p>											
3. ISSUING OFFICE (Complete mailing address, including Zip Code)		Supply Department, Code 1142K Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640									
4. ITEM TO BE PURCHASED (Brief description)											
SUPPORT SERVICES (FABRICATION, MANUFACTURING, PRODUCTION AND PRECISION MACHINING; ELECTRONIC MANUFACTURING; COMPONENT ASSEMBLY AND DISASSEMBLY, METALLURGY; AND QUALITY ASSURANCE)											
5. PROCUREMENT INFORMATION (X and complete as applicable)											
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6. ADDITIONAL INFORMATION: POC: EDNA. A. GIGON, Code 1142K Email: EdnaGigon@supply.ih.navy.mil Tel: 301-743-6682 Fax: 301-743-6547 QUESTIONS IN REFERENCE TO THIS SOLICITATION MUST BE RECEIVED NO LATER THAN 06 MAY 1998. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT RECEIVE A RESPONSE. THIS SOLICITATION CLOSING ON 1 JUNE 1998 AT 3:00 P.M. LOCAL TIME.											
FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL											
7 NAME AND ADDRESS Edna A. Gigon ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) 301-743-6682	NO COLLECT CALLS									

DD FORM 1707, MAR 90
Previous editions are obsolete
S/N 0102-LF-010-4400

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED _____			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N00174-98-R-0024	
DATE (YYMMDD)	LOCAL TIME
980529	3:00 PM EST

TO: **SUPPLY DEPARTMENT**
INDIAN HEAD DIVISION, NSWC
101 STRAUSS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE: 1142K

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED DO - S10		PAGE OF 1	
2. CONTRACT NO.		3. SOLICITATION NO. N00174-98-R-0024		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 1 MAY 1998	
7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: Edna A. Gigon, Code 1142K, (301) 743-6682		CODE N00174		8. ADDRESS OFFER TO <i>(If other than Item 7)</i>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 3:00 PM EST local time 1-Jun-98 (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Edna A. Gigon, Code 1142K	B. TELEPHONE NO. (Include area code) (301) 743-6682
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11. TABLE OF CONTENTS

()	SEC.	DESCRIPTION	PAGE(S)	()	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF ATTACHMENTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	D	PACKAGING AND MARKING			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	E	INSPECTION AND ACCEPTANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	F	DELIVERIES OR PERFORMANCE			M	EVALUATION FACTORS FOR AWARD	
	G	CONTRACT ADMINISTRATION DATA					
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.)</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
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15B. TELEPHONE NO. <i>(Include area code)</i>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY <i>(If other than Item 7)</i> CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
BASE YEAR (Award date through 365 days)				
0001	The contractor shall provide technical support services to include labor and ODC's** (Associates/Consultants, Supplies/Materials, Travel/Per Diem, and Facilities) in accordance with the Statement of Work.	1	LO	\$
0002	Data in accordance with DD 1423s and DD 1664s.			*NSP
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$
OPTION I (Date of option exercise through 365 days)				
0003	The contractor shall provide technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem, and Facilities) in accordance with the Statement of Work.	1	LO	\$
0004	Data in accordance with DD 1423s and DD 1664s.			*NSP
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$
OPTION II (Date of option exercise through 365 days)				
0005	The contractor shall provide technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem, and Facilities) in accordance with the Statement of Work.	1	LO	\$
0006	Data in accordance with DD 1423s and DD 1664s.			*NSP
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION III (Date of option exercise through 365 days)

0007 The contractor shall provide 1 LO \$
technical support services, to
include labor and ODC's (Associates/
Consultants, Supplies/Materials, and
Travel/Per Diem, and Facilities)
in accordance with
the Statement of Work.

0008 Data in accordance with DD 1423s and *NSP
DD 1664s.

Total Cost	\$
Total Fixed Fee	\$
Total Cost Plus Fixed Fee	\$

OPTION IV (Date of option exercise through 365 days)

0009 The contractor shall provide 1 LO \$
technical support services, to
include labor and ODC's (Associates/
Consultants, Supplies/Materials, and
Travel/Per Diem, and Facilities)
in accordance with
the Statement of Work.

0010 Data in accordance with DD 1423s and *NSP
DD 1664s.

Total Cost	\$
Total Fixed Fee	\$
Total Cost Plus Fixed Fee	\$

*NSP = Not Separately Priced

NOTE: The Government's estimate for Other Direct Costs (ODC's) is \$855,800.00 for the Base Year, \$830,852.00 for Option I, \$795,103.50 for Option II, \$733,867.00 for Option III, and \$715,603.70 for Option IV. The Offeror's Cost Proposal shall indicate any specific burdens which may be applied to ODC's. This amount must be included in the total cost for each period indicated.

B.1 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (TO BE FILLED IN AT AWARD percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

B.2 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.3 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

B.4 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

- (i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or
- (ii) the following daily local travel costs:
 - travel at U.S. Military Installation where Government transportation is available,
 - travel performed for personal convenience/errands, including commuting to and from work, and
 - travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.5 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud

and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK:

Introduction

The Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland (IHDIIVNAVSURFWARCEN) is a recognized national resource for the initial development, pilot production and scale of manufacturing of pyrotechnics, explosives, propellants, and other energetic materials. The combination of highly trained specialized personnel and premier facilities at the Indian Head Division ensures the Department of Defense one-of-a-kind full spectrum life-cycle management of current and future military support programs.

As a result of government downsizing, defense consolidation and realignment, and more focused military mission requirements, contractor support services are necessary to augment the ability of this division to continue providing program expertise and facilities that assure the present day warfighter has state-of-the-art weaponry to meet today's combat mission.

Requirements

This statement of work sets forth the requirements for professional technical services to support the IHDIIVNAVSURFWARCEN programs and responsibilities. In addition this contract will also be utilized to support other Federal agency requirements which coincide with enhancing the mission of the Department of Defense and this command. This contract is intended to provide technical expertise and rapid reaction support necessary to maintain an edge in responding to the warfighter.

The contractor shall provide required personnel with demonstrated experience, materials, facilities, and equipment for total technical support of military systems, subsystems, equipment and components. Work to be performed, required deliverables, and applicable associated documentation shall be specifically described in individual delivery orders placed against the contract by the contracting officer and be within the parameters of one or more general tasks outlined in this statement of work.

The Contractor Facilities which are to support this requirement shall be located no more than a 175 mile radius from the NSWC at Indian Head, Maryland.

Scope

The contractor shall provide support in the areas of fabrication, manufacturing, production and precision machining, electronics manufacturing support, component assembly and disassembly, metallurgy, and quality assurance. Support shall encompass specific deliverable items for both mechanical and electronic systems, subsystems, equipment and components. Anticipated support will be required in the following general task areas:

Task 0201 - Fabrication, Manufacturing, Production and Precision Machining

Task 0202 - Metallurgical Analyses and Services

Task 0203 - Electronics Manufacturing Support

Task 0204 - Assembly/Disassembly Support

Task 0205 - Quality Assurance

Task 0206 - Environmental Testing

Task 0201 - Fabrication, Manufacturing, Production and Precision Machining

The contractor shall fabricate or modify close tolerance precision tooling, test fixtures, structures components, assemblies and retrofit hardware from IHDIVNAVSURFWARCEN, or contractor, approved designs, concepts, drawings or shop sketches. Qualified personnel and machine shop facilities will be required to produce or modify including but not limited to: special process machines and equipment, test hardware components, production modification hardware, rocket motor components, prototype components, design verification hardware and field test hardware in support of development, product improvement, qualification, surveillance, inservice-engineering, production and malfunction investigation efforts. Tasks may include but are not limited to: tooling design, fabrication, modification, mold design and production, forging and casting development, for use in loading, fixturing or testing propellants, pyrotechnic or explosive cartridges and explosive devices. Tooling design and manufacture must allow for special safety requirements inherent to the propellant, pyrotechnic and explosive industry and allow for minor adjustments as required for research and development programs. Fabrication shall consist of components, parts, tools, inert shapes, fixtures, assemblies and subassemblies in support of special tests, development efforts, and emergency situations to meet program objectives, milestones and final deliverable requirements. Fabrication of prototype metal components will require machining, milling, metal bending, silk screening, welding, hole drilling and final assembly.

Task 0202 - Metallurgical Analyses and services

The contractor shall provide necessary facilities and skilled personnel with capacity capability and technology available to perform material analyses, material composition identification, structural property analyses, failure analyses, analyses of suitability for intended applications, and corrosive/fatigue analysis in support of malfunction investigations. Analyses shall include but are not limited to: physical and chemical tests to determine specimen strength and composition. Physical tests will include compression, tension, torque, etc. Chemical tests will include various acid tests and carbon content analyses. Items, which might be examined, include, but are not limited to: raw materials, heat coupons, inert metal parts, processing equipment and non-processing equipment.

The contractor shall provide services necessary to clean miscellaneous metal parts preparatory to plating and other surface treatments such as painting, anodizing, and coatings in conjunction with ordnance, ordnance devices, and simulation rework programs. The contractor shall be required to perform treatments of aluminum and steel hardware and components to remove paint, epoxy, adhesives and various protective finishes in accordance with designated specifications. The contractor shall be required to apply protective coatings of paint (both fluid and powder coating), zinc chromate, anodizing and other materials to metal hardware or devices in accordance with delivery order specifications. The contractor shall provide heat-treating capabilities for various metal parts and perform welding of various alloys by the gas-metal arc and gas-tungsten arc process to exacting dimensional tolerances and radiographic soundness standards.

Task 0203 - Electronics Manufacturing Support

The contractor shall make available all components and materials to fabricate and test prototypes (to include Environmental Stress Screening), pilot production, odd lot quantities, and limited production simulators, training devices, assemblies and subassemblies. Items may include, but not be limited to: wiring harnesses, back planes, relay panels, load panels, front control panels, electronic interface panels, relay chassis, power supply assemblies, electronic and manifolds, mechanical interface assemblies, mechanical load assemblies, cooling subassemblies, heat sinks, printed circuit boards, and printed circuit board assemblies. Items shall be fabricated to and conform with government furnished data and standards or contractor approved layouts and be accompanied by certificate of compliance upon delivery.

Task 0204 - Assembly/Disassembly Support

The contractor shall provide necessary facilities and skilled personnel to assemble and disassemble mechanical and electrical components or subassemblies, instruments, structures and devices. Operations may include, but are not limited to: determining proper procedures and generating documentation to reflect those procedures. The contractor shall provide all necessary materials, fasteners and attachment hardware-and certificates of conformance with all delivered items.

Task 0205 - Quality Assurance

The contractor shall set forth an Implementation Plan identifying methods for meeting the quality assurance requirements of the project in all its phases. The plan shall ensure that controls are established, executed and carried out according to project schedule.

The contractor shall conduct an inspection and test program, which demonstrates that contract, drawings and specifications are met. Inspections and tests shall be performed on products from inception to completion. Inspections shall include reviews of product records throughout the life of the project. Each inspection and test shall be traceable to the individual responsible. Contractor quality assurance personnel shall approve all manufacturing documentation prior to its use.

All procured products shall be processed through an incoming inspection system prior to fabrication or assembly. Non-destructive Evaluation (NDE) may be used, provided controlled documentation and certified personnel are employed. Procured products shall indicate evidence of inspections and tests performed by suppliers in compliance with purchase requirements and shall be accompanied by inspection and test records. Products and their records shall show acceptance or non-conformance status when released from receipt inspection and the material shall be protected for subsequent handling and storage.

Fabrication control shall consist of a documentation system (consisting of items such as fabrication orders, assembly orders, shop travelers and repair procedures to control the flow of hardware and software through the manufacturing phase. Traceability shall be maintained. Fabrication shall include (at the very least) but not be limited to: nomenclature and identification of articles, characteristics and tolerances to be obtained, detailed procedures for controlling the process, workmanship standards, and traceability to the individual performing each manufacturing and assembly operation. The contractor shall provide the capability to dimensionally items in accordance with (IAW) their technical data packages, as well as certification of equipment and machinery involved in each process. Controls shall ensure that only conforming certified products are released and used in manufacturing.

Assurance personnel are required to verify that the as-built product complies with the as-designed configuration listing and is in accordance with the latest drawing revisions. Hardware and software configuration shall be maintained -and controlled throughout the program. The contractor shall prepare and maintain Proper records, including logs, of all inspections and tests to show all operations performed and objectives met to verify end item conformance. A Certificate of Compliance (COC) shall accompany all end items upon delivery to the government. Individual process and/or piece-part COC's shall be provided.

In accordance with the provisions of the contract, the contractor shall be responsible for and accountable for the condition, control, and calibration (as required) of all property supplied by the government

including government property that may be in the possession or control of a supplier.

Government property determined to be unsuitable for use shall not be dispositioned, repaired, reworked, replaced, or in any way modified unless the Contracting Officer in writing authorizes such action. Unsuitable government property shall be identified immediately upon receipt from the government.

Task 0206 - Environmental Testing

The contractor shall perform sinusoidal and random vibration testing on rocket motors, rocket catapults, aircrew escape propulsion systems, simulators, and various warheads for each particular task, all pertinent information including, but not limited to, test equipment, instrumentation, and procedures will be specified in individual delivery orders.

The contractor shall provide engineering and technical services for conducting environmental treatments (temperature and humidity cycling, vibration, shock, high temperature storage etc.) on test specimens provided by the IHDIVNAVSURFWARCEN in accordance with, but no limited to the following:

Prepare and/or review test plans/procedures and conduct test review prior to testing.

Troubleshoot, maintain, and operate contractors own test equipment and facilities.

Collect test data in accordance with the test plans and procedures provided with the individual task order or prepare such documents.

Reduce the document test data in accordance with test plans or procedures noting any test deviations or anomalies.

Analyze test data, conduct failure analysis, and make recommendations and provide conclusions as to the validity of the results.

Prepare final report for submittal to the IHDIVNAVSURFWARCEN for approval including raw data, analysis, and sufficient instrumentation detail for report evaluation.

Provide photographs and/or Level III Drawings of all test fixtures, setups, or equipment being tested as specified in test procedure/plan.

REPORTS:

Contractor shall provide FUNDS MANHOUR EXPENDITURE REPORTS and CONTRACT SUMMARY REPORTS in accordance with the attached DD 1423's and DD 1664's. **(DD 1423's for the basic contract shall be attached at time of contract award.)** Any additional report requirements shall be specified in individual delivery orders.

FACILITIES:

The Contractor is responsible for providing all facilities required to support this requirement. Facilities shall include the Machining facilities/equipment and any Automated Data Processing equipment required to support this requirement.

C.2 Personnel Qualifications (Minimum) (MAY 1997)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

NOTE: This solicitation may not require a resume for all Key Personnel. The Contractor is responsible for ensuring that all proposed personnel meet the minimum requirements of this solicitation. After contract award approval of any new Key Personnel to be utilized under the contract is to be obtained from the Contracting Officer. New Key Personnel for labor categories which required a resume under the solicitation shall be subject to the Contracting Officer's approval based on the solicitation resume requirements. New Key Personnel for labor categories which did not require a resume under the solicitation shall be approved by the Contracting Officer subject to receipt of a letter from the Contractor specifying the names/labor categories and how those individuals meet the minimum personnel requirements of the contract.

Labor Categories (Minimum Requirements):**Program Manager - (Key Personnel)**

Experience - Twenty (20) years of progressively responsible experience is required in both machining practices and management of complex manufacturing projects preferably involving Naval Weapons programs. Ten (10) years of Twenty (20) years of experience shall include complete project development from inception to production, with a demonstrated ability to provide guidance, direction, and leadership in the tasks outlined in the statement of work. proven expertise in the management and control of resources and funding must be demonstrated for large projects of this type and complexity.

Senior Producibility Engineer - (Key Personnel)

Experience - Twelve (12) years of experience is required in the performance of producibility studies. Eight (8) years of the twelve (12) years of experience is required in the preparation and or review of engineering drawings demonstrating ability to determine if an item is suitable for procurement or manufacturing. Must demonstrate experience in determining that parts and assemblies are complete and properly dimensioned and tolerance for producibility and interchangeability in accordance with ANSI Y14.5. A proven knowledge of the requirements of DOD-STD-100 in the preparation of engineering drawings must be evident. Individual must identify knowledge of or experience in the following areas of producibility engineering (surface texture, materials suitability, fabrication process suitability, heat treatments, cleaning metal parts, manufacturing techniques, production instrumentation and equipment, joining methods, coatings, component selection, acceptance criteria, identification and marking, and production schedules).

Electronics Engineer - (Key Personnel)

Education/Experience - A bachelor of Science degree in a recognized electronics engineering discipline from an accredited institution is required. Six (6) years experience is needed in the design, development, evaluation, and production of various electronic programs preferably on naval weapons programs. A minimum of twelve (12) years experience directly related to the following disciplines may be substituted for a college degree (electronic test equipment application or development, environmental test equipment application or development, data collection and transmission, circuit design, or electronic simulation).

Electronics Technician

Experience - A minimum of six (6) years of experience is required utilizing a number of manufacturing and testing equipment and techniques in a wide range of electronic applications. Individual must demonstrate experience in the following disciplines (technical documentation review, electronic part assembly, electronic testing, harness and cable fabrication).

Mechanical Engineer - (Key Personnel)

Education/Experience - A Bachelor of Science degree in a recognized scientific or technical engineering discipline is required. Six (6) years experience in the design, development, and evaluation of various engineering programs must be demonstrated (preferably naval weapons programs). Twelve (12) years experience directly related to the development, evaluation, or production of mechanical devices may be substituted for the degree requirement.

Mechanical Engineering Technician -

Experience - A minimum of six (6) years is required utilizing a number of manufacturing and assembly techniques and equipment in a wide range of mechanical applications. Individual must demonstrate ability to review and interpret technical documentation and perform mechanical part assembly and disassembly.

Senior General Engineer - (Key Personnel)

Education/Experience - A bachelor's degree in a recognized scientific, technical, or electronic engineering discipline from an accredited college or university is required. Eight (8) years experience in the design development and evaluation of various engineering programs, (preferably naval weapons programs). Five (5) years of the eight (8) years or experience is needed as functioning as a technical team leader responsible for specific technical duties related to design and development of engineering programs. Fourteen (14) years

professional experience in the disciplines of weapon system development, engineering, production, manufacturing technology, operation, or project support may be substituted for the degree requirement.

Metallurgist-

Education/Experience - A bachelor's degree is required in chemical, scientific, or technical discipline, Six (6) years experience in the performance of physical and chemical metallurgical analyses, and evaluations. Experience must demonstrate a knowledge of metal composition, test operations, analyses procedures, test plan preparation, data collection, and final report and assessment preparation preferably on hardware utilized by naval weapon systems. A minimum of 10 years experience directly related to the disciplines specialties or skills cited above may be substituted for a college degree. One year academic work will be equivalent to one year experience substitute.

Quality Assurance Specialist - (Key Personnel)

Experience - Ten (10) years experience in quality control with at least five (5) years specialized experience in methods of manufacturing, inspection, testing, and quality assurance procedures. Experience is required in the certification procedures on machined parts, electronics and testing preferably on naval weapon systems related products. Must have a working knowledge of Department of Defense Quality Control Standards and Practices.

Draftsman/Illustrator -

Education/Experience - A high school, trade school, or industrial school graduate with a minimum of five (5) years of actual experience in preparing level III drawings, charts, illustrations, schematics, diagrams, and flow charts; flow charts for manufacturing and production to include electrical and electronic systems/equipment. Must demonstrate working knowledge of DOD-0-10003 and DOD-STD-100C.

Administrative Assistant

Education/Experience - A high school graduate with a minimum of five (5) years experience related to administrative functions such as job ordering and reporting, maintenance of security records, supervision of word processors and administrative clerks, data transcribers, and procurement of materials/equipment required for job performance. Must demonstrate knowledge of general office management.

Word Processor

Experience - Two (2) years of demonstrated familiarity proficiency in all phases of operation of the particular work processing system. Must be well versed in document production and retrieval requirements including character and line printing, archiving, glossary, formatting, final edit and layout. A minimum typing speed of 65 WPM is required.

Machinist - (Key Personnel)

Education/Experience - A trade school graduate with eight (8) years of experience as a machinist capable of producing/modifying small quantities single line items of close tolerance precision tooling, test fixtures, test hardware parts, and design verification hardware. Must be capable of using all ship tools, machines, measuring equipment and precision instruments; laying out and producing finished work from sketches, blue prints and specifications; using shop mathematics to compute dimensions, angles, ratios; working to very close tolerance, and setting up, operation adapting, and adjusting all standard and specialized ship machines. Must possess a working knowledge of various metal types and their applications.

Machinist Helper -

Experience - A minimum of four (4) years experience in the setting up, operation, adapting, and adjusting of standard and specialized ship machines. Must demonstrate a working knowledge of machine shop practices.

CNC Programmer (Key Personnel)

Education/Experience - A trade school graduate with a minimum of ten (10) years experience as a qualified machinist. Must be capable of working to tolerance of .0002 inches. Must demonstrate knowledge and skills of programming Computerized Numerical Controlled (CNC) machine tools and have the ability to set up, optimize, edit, and trouble-shoot complex machining programs and procedures. Must demonstrate working knowledge of different types of metals and plastics, their machinability, and application.

Welder

Experience - A minimum of eight (8) years of experience as a welder capable of producing/modifying small quantities/single line items/prototypes of close toleranced precision items such as test fixtures, test hardware parts, and (i.e. electric arc, oxygen acetylene, heliarc) ship tools, measuring equipment, and precision instruments to lay out and produce finished work from sketches, blue prints and specifications using shop mathematics to compute dimensions, angles and ratios working to very close tolerances. Must have a knowledge of various types of metals and alloys such as steel, cast iron, aluminum, nickel, monel metal brass, copper etc. and how these metals react to different welding processes.

Welder Helper

Experience - A minimum of four (4) years experience of using all welding process (i.e. electric arc, oxygen acetylene, heliarc) ship tools and measuring equipment. Must demonstrate knowledge of metal layout and fabrication.

Painter

Experience - A minimum of eight (8) years experience in the preparation, priming and painting of metallic surfaces.

Painter Helper

Experience - A minimum of four (4) years experience in the preparing, priming and painting of metallic surfaces.

C.3 DEFINITIONS AND NOTES

1. Associate/Consultant - The term associate/consultant as used in this solicitation is defined as an expert/specialist whose expertise is required to assist/support the contractor's own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor's performance. In accordance with FAR 52.244-3, written approval of an associate/consultant shall be obtained from the contracting officer prior to use of the associate/consultant's services. Associate/consultants need not be identified upon submission of offeror's original proposal upon which award will be based; however they must be identified in the proposals submitted in response to task orders issued under this contract.

2. Guaranteed Minimum - The guaranteed minimum shall be \$30,000.00 applicable to the base year only.

C.4. SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

The Contractor shall comply with those **Single Process Initiative** (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

C.5. DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit (A). **(To be attached at time of contract award).**

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

D.2 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

D.3 DATA PACKAGING LANGUAGE

All data shall be prepared for shipment in accordance with best commercial practice.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services--Cost-Reimbursement. APR 1984

E.2 252.246-7000 Material Inspection and Receiving Report (DEC 1991)

E.3 GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractors procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to ensure adequate storage conditions and to guard against damage from handling and deterioration during storage;

- (d)Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e)Identification and protection from improper use or disposition; and
- (f)Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term material applies to Government-furnished equipment to be installed in or furnished with the end item. The term property is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

NOTES: 1. This text may be used in supplementing ISO 9000 and ANSI/ASQC Q9000 Quality Standards. See QUALITY SYSTEM REQUIREMENTS and SUPPLEMENTARY QUALITY REQUIREMENTS text elsewhere in this Section.

Quality System Requirements (Macro E-026) must also be cited when this item is used.

Applicable when Government property is required in performance of the contract.

E.4 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Calibration System Requirements: The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1.

NOTES: 1. This text may be used in supplementing ISO 9000 and ANSI/ASQC Q9000 Quality Standards. See QUALITY SYSTEM REQUIREMENTS and SUPPLEMENTARY QUALITY REQUIREMENTS text elsewhere in this Section.

2. Quality System Requirements (Macro E026) must also be cited when this item is used.

3. Applicable when product/service is non-commercial and the Government is the prime purchaser.

4. Standard cited may be varied.

E.5 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for on-site review by the Government representative.

- NOTES:
1. This text may be used in supplementing ISO 9000 and ANSI/ASQC Q9000 Quality Standards. See QUALITY SYSTEM REQUIREMENTS and SUPPLEMENTARY QUALITY REQUIREMENTS text elsewhere in this Section.
 2. Quality System Requirements (Macro E026) must also be cited when this item is used.
 3. Applicable when Government considers that cost related to implementation of the quality program provides an effective metric in the management of the program.

E.6 INSPECTION AND TEST RECORDS (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

- NOTES:
1. This text may be used in supplementing ISO 9000 and ANSI/ASQC Q9000 Quality Standards. See QUALITY SYSTEM REQUIREMENTS and SUPPLEMENTARY QUALITY REQUIREMENTS text elsewhere in this Section.
- Applicable when product/service is critical or production is complex, requiring explicit records of inspection and test..
- Quality System Requirements (Macro E-026) must also be cited when this item is used.

E.7 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractors software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

- NOTES:
1. This text may be used in supplementing ISO 9000 and ANSI/ASQC Q9000 Quality Standards. See QUALITY SYSTEM REQUIREMENTS and SUPPLEMENTARY QUALITY REQUIREMENTS text elsewhere in this Section.
- Applicable when software is the deliverable product/service or is an integral element of the deliverable product/service.
- Quality System Requirements (Macro E-026) must also be cited when this item is used.

E.8 QUALITY SYSTEM REQUIREMENTS (NAVSEA) (MAY 1995)

Quality System Requirements. The Contractor shall provide and maintain a quality system that, as a minimum, adheres to the requirement of ANSI/ASQC Q9001-1994 Quality Systems-Model for Quality Assurance in Design/Development, Production, Installation, and Servicing and supplemental requirements imposed by this contract. The quality system procedures, planning, and all other documentation and data that comprise the quality system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet the contractual requirements.

NOTES: 1. When used cite ANSI/ASQC Q9001-1994 or ANSI/ASQC Q9002-1994 in paragraph (b) of FAR 52.246-11, HIGHER LEVEL CONTRACT QUALITY REQUIREMENT, in lieu of MIL-Q-985A or MIL-I-45208A. If another non-DoD quality system is used, insert the appropriate system title.

In implementing Q9001 and Q9002, it may be desirable to include topics previously addressed by MIL-Q-985A but not included in Q9001 or Q9002. Listed below is the title of standardized text, included elsewhere in Section E, for areas where such supplementation is desired for a given contract. Use is not mandatory and paragraphs should be selected to work in conjunction with other contract quality requirements. In accordance with current policy guidance, supplementation should be limited to those areas listed below.

INSPECTION AND TEST RECORDS (Macro E-028)
CALIBRATION SYSTEM REQUIREMENTS (Macro E-029)
COST OF QUALITY DATA (Macro E-030)
GOVERNMENT FURNISHED MATERIAL (Macro E-031)
QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION
(Macro E-032)
USE OF CONTRACTORS INSPECTION EQUIPMENT
(Macro E-033)

Add reference to a Data Item Description for a program specific quality plan, if deemed necessary (see DoD 5010.12-L., Acquisition Management System and Data Requirements Control List).

E.9 SUPPLEMENTAL QUALITY REQUIREMENTS (NAVSEA) (MAY 1995)

Supplementary Quality Requirements: The contractor shall implement a documented inspection system in accordance with the following paragraphs/subparagraphs of ANSI/ASQC Q9002-1994, Quality Systems - Model for Quality Assurance in Production, Installation, and Servicing:

- 4.2 Quality System
 - 4.2.1 General
 - 4.2.2 Quality System Procedures
- 4.5 Document and Data Control
 - 4.5.1 General
 - 4.5.2 Document and Data Approval and Issue
 - 4.5.3 Document and Data Changes
- 4.6 Purchasing
 - 4.6.1 General
 - 4.6.4.2 Customer Verification of Subcontracted Product
 - 4.7 Control of Customer-Supplied Product
- 4.9 Process Control

- 4.10 Inspection and Testing
 - 4.10.1 General
 - 4.10.2 Receiving Inspection and Testing
 - 4.10.2.1 Receiving Inspection and Testing
 - 4.10.2.2 Receiving Inspection and Testing
 - 4.10.2.3 Receiving Inspection and Testing
 - 4.10.3 In-process Inspection and Testing
 - 4.10.4 Final Inspection and Testing
 - 4.10.5 Inspection and Test Records
- 4.11 Control of Inspection, Measuring, and Test Equipment
 - 4.11.1 General
 - 4.11.2 Control Procedures
- 4.12 Inspection and Test Status
- 4.13 Control of Nonconforming Product
 - 4.13.1 General
 - 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
 - 4.14.2 Corrective Action
- 4.16 Control of Quality Records

The Contractor may also elect to use MIL-I45208A, Inspection System Requirements, or other inspection system meeting the above requirements. Whichever inspection system the Contractor elects to implement shall be utilized throughout the entire life cycle of the contract. In addition, the Contractor shall notify the PCO and the cognizant ACI, in writing, which system is selected.

NOTE: Quality System Requirement (Macro E-026) must also be cited when this item is used.

E.10 VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

E.11 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (NAVSEA)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(DD 1423s shall be attached at time of contract award.)

E.12 INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)

SECTION F - DELIVERIES OR PERFORMANCE

F.2 52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I APR 1984

F.4 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property.
APR 1984

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

The effort to be performed under this contract shall be completed within a period of [36] months (if all options are exercised) beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [60] months (if all options are exercised) beginning with the effective date of this contract.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

G.2 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

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for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [] copies, to the [contract auditor*] at the following address:

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

[X] is required with each invoice submittal.
[] is required only with the final invoice.
[] is not required.

(f) A Certificate of Performance

[X] shall be provided with each invoice submittal.
[] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

G.3 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Region is hereby designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished hereunder, technical cognizance is retained by the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland.

G.4 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

G.5 COMMUNICATIONS (IHD/NSWC)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner

communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME [DAVID E. HALL]
ADDRESS [101 STRAUSS AVE, INDIAN HEAD, MARYLAND 20640]
TELEPHONE [(301)743-6556]

G.6 POINT OF CONTACT FOR STATUS OF INVOICES (IHD/NSWC)

The point-of-contact concerning status of invoices, or other matters relative to receipt, acceptance, or payment is Code 114Q Blanche Hutchins - (301)743-6659.

G.7 DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

G.8 CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

G.9 REPORTING REQUIREMENTS(FEB 1997) (NSWC IHD)

A status report shall be submitted on a monthly basis to the Procurement Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

G.10 DELIVERY VEHICLE INOPERATIVE REQUIREMENTS (IHD/NSWC)

Due to the nature of operations at the Indian Head Division, Naval Surface Warfare Center, all vehicles shall be inspected and vehicles not satisfactorily meeting mechanical/safety standards are subject to be rejected and material returned to the contractor.

G.11 CERTIFICATE OF COMPLIANCE (IHD/NSWC)

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the packing list envelope) and (1) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the attention of Code 11Q.

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

H.2 NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 57,575 total man-hours for each year (for the base year and each option year, if options are exercised) of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended as directed on individual delivery orders. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)} \\ \text{Required LOE}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

<u>Labor Category</u>	<u>Base Year Estimated Hours</u>
Program Manager	6,000
Sr. Producibility Engineer	6,000
Electronics Engineer	6,000
Electronics Technician	6,375
Mechanical Engineer	7,400
Mechanical Engineer Technician	4,400
Senior General Engineer	7,100
Metallurgist	7,100
Quality Assurance Specialist	6,600
Draftsman/Illustrator	5,600
Machinist	6,600
Machinist Helper	4,600
Welder	6,600
Welder Helper	3,600
CNC Programmer	7,100
Painter	5,600
Painter Helper	3,600
Administrative Assistant	3,600
Word Processor	3,600
	<u>107,475</u>

<u>Labor Category</u>	<u>Option I Estimated Hours</u>
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Program Manager	6,000
Sr. Producibility Engineer	6,000
Electronics Engineer	6,000
Electronics Technician	6,375
Mechanical Engineer	7,400
Mechanical Engineer Technician	4,000
Senior General Engineer	7,000
Metallurgist	7,000
Quality Assurance Specialist	6,500
Draftsman/Illustrator	5,600
Machinist	6,500
Machinist Helper	4,500
Welder	6,500
Welder Helper	3,500
CNC Programmer	7,000
Painter	5,500
Painter Helper	3,500
Administrative Assistant	3,500
Word Processor	3,500
	<u>105,875</u>

<u>Labor Category</u>	<u>Option II Estimated Hours</u>
Program Manager	5,900
Sr. Producibility Engineer	5,900
Electronics Engineer	5,900
Electronics Technician	6,275
Mechanical Engineer	7,300
Mechanical Engineer Technician	4,150
Senior General Engineer	6,950
Metallurgist	6,950
Quality Assurance Specialist	6,600
Draftsman/Illustrator	5,550
Machinist	6,450
Machinist Helper	4,450
Welder	6,450
Welder Helper	3,350
CNC Programmer	6,550
Painter	5,450
Painter Helper	3,450
Administrative Assistant	3,450
Word Processor	3,450
	<u>104,525</u>

<u>Labor Category</u>	<u>Option III Estimated Hours</u>
Program Manager	5,890
Sr. Producibility Engineer	5,890
Electronics Engineer	5,890
Electronics Technician	6,250
Mechanical Engineer	7,290
Mechanical Engineer Technician	4,100
Senior General Engineer	6,900
Metallurgist	6,900
Quality Assurance Specialist	6,590
Draftsman/Illustrator	5,500
Machinist	6,400
Machinist Helper	4,400

Welder	6,400
Welder Helper	3,300
CNC Programmer	6,500
Painter	5,400
Painter Helper	3,420
Administrative Assistant	3,420
Word Processor	3,420

103,860

<u>Labor Category</u>	<u>Option IV Estimated Hours</u>
Program Manager	5,870
Sr. Producibility Engineer	5,870
Electronics Engineer	5,870
Electronics Technician	6,220
Mechanical Engineer	7,275
Mechanical Engineer Technician	4,095
Senior General Engineer	6,600
Metallurgist	5,900
Quality Assurance Specialist	6,575
Draftsman/Illustrator	5,495
Machinist	6,395
Machinist Helper	4,395
Welder	6,395
Welder Helper	3,295
CNC Programmer	6,495
Painter	5,395
Painter Helper	3,400
Administrative Assistant	3,400
Word Processor	3,400
	102,340

H.3 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

H.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: Terry Howells
Mailing Address: Code, PMB
101 Strauss
INDIAN HEAD, MD 20640-0100
Code: PM Telephone No.: (301)743-6299

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

H.5 TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWCIHD)

(a) The following types of delivery orders will be issued under this contract: COST PLUS FIXED FEE.

H.6 GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWCIHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

TO BE SPECIFIED UNDER INDIVIDUAL DELIVERY ORDERS.

(b) The property will be delivered at the Governments expense at or near (**The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s):**

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

H.7 NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not

the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.8 NAVSEA 5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order., The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

H.9 PAYMENT OF FIXED FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (FEB 1997) (NSWC IH)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

SECTION I - CONTRACT CLAUSES

I.1 252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

I.2 52.202-1	Definitions.	OCT 1995
I.3 52.203-3	Gratuities.	APR 1984
I.4 52.203-5	Covenant Against Contingent Fees.	APR 1984
I.5 52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.6 52.203-7	Anti-Kickback Procedures.	JUL 1995
I.7 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.8 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.9 52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.10 252.203-7001	Special Prohibition on Employment.	JUN 1997
I.11 252.203-7002	Display of DoD Hotline Poster.	DEC 1991
I.12 52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996

I.13	252.204-7000	Disclosure of Information.	DEC 1991
I.14	252.204-7003	Control of Government Personnel Work Product.	APR 1992
I.15	252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
I.16	52.208-9	Contractor Use of Mandatory Sources of Supply.	MAR 1996
I.17	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
I.18	252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty.	NOV 1995
I.19	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	SEP 1994
I.20	52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
I.21	52.215-2	Audit and Records - Negotiation.	AUG 1996
I.22	52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
I.23	52.215-19	Notification of Ownership Changes.	OCT 1997
I.24	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
I.25	52.216-7	Allowable Cost and Payment.	MAR 1997
I.26	52.216-8	Fixed Fee.	MAR 1997

I.27 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.28 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [\$500.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [\$1,000,000.000];

(2) Any order for a combination of items in excess of [OF THE TOTAL CONTRACT CEILING FOR ANY PARTICULAR LOT; or

(3) A series of orders from the same ordering office within [7] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.29 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the period of performance of the basic contract has ended.

I.30 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

I.31 52.217-9 Option to Extend the Term of the Contract. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within [365 days after the effective date of the contract or within 365 days after exercising a previous option]; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [60] months.

I.32	52.219-6	Notice of Total Small Business Set-Aside.	JUL 1996
I.33	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.	JUN 1997

I.34	52.219-14	Limitations on Subcontracting.	DEC 1996
	52.222-2	Payment for Overtime Premiums	JUL 1990
I.35	52.222-3	Convict Labor.	AUG 1996
I.36	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
I.37	52.222-26	Equal Opportunity.	APR 1984
I.38	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans.	APR 1984
I.39	52.222-36	Affirmative Action for Handicapped Workers.	APR 1984
I.40	52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era.	JAN 1988
I.41	52.222-41	Service Contract Act of 1965, as amended	MAY 1989

I.42 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1988)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits
DRAFTSMAN/ILLUSTRATOR	(\$15.73)
ADMINISTRATIVE ASSISTANT	(\$12.76)
WORD PROCESSOR	(\$10.29)
MACHINIST	(\$18.32)
MACHINIST HELPER	(\$14.03)
WELDER	(\$17.46)
WELDER HELPER	(\$14.03)
PAINTER	(\$16.50)
PAINTER HELPER	(\$14.03)
ELECTRONICS TECHNICIAN	(\$17.46)
QUALITY ASSURANCE SPECIALIST	(\$17.46)
MECHANICAL ENGINEERING TECHNICIAN	(\$17.46)
CNC PROGRAMMER	(\$17.46)

(End of clause)

I.43	52.223-2	Clean Air and Water.	APR 1984
I.44	52.223-6	Drug-Free Workplace.	JAN 1997
I.45	52.223-14	Toxic Chemical Release Reporting.	OCT 1996
I.46	252.223-7004	Drug-Free Work Force.	SEP 1988
I.47	52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996
I.48	252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997
I.49	252.225-7025	Foreign Source Restrictions	SEP 1996
I.50	252.225-7026	Reporting of contract performance outside the United States.	NOV 1995
I.51	252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
I.52	52.227-1	Authorization and Consent.	JUL 1995
I.53	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 996
I.54	52.227-3	Patent Indemnity	APR 1984

I.55	252.227-7013	Rights in Technical Data--Noncommercial Items.	NOV 1995
I.56	252.227-7015	Rights in Technical Data -- Commercial Items.	NOV 1995
I.57	252.227-7016	Rights in bid or proposal information.	JUN 1995
I.58	252.227-7030	Technical Data - Withholding of Payment.	OCT 1988
I.59	252.227-7036	Declaration of Technical Data Conformity.	JAN 1997
I.60	252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995
I.61	52.228-7	Insurance - Liability to Third Persons.	MAR 1996
I.62	52.232-9	Limitation on Withholding of Payments.	APR 1984
I.63	52.232-17	Interest	JUN 1996
	52.232-22	Limitation of Funds	APR 1984
I.64	52.232-23	Assignment of Claims.	JAN 1986
I.65	52.232-25	Prompt Payment.	JUN 1997
I.66	52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996
I.67	252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud.	AUG 1992
I.68	52.233-1	Disputes.	OCT 1995
I.69	52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991
I.70	52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985
I.71	52.237-3	Continuity of Services.	JAN 1991
I.72	52.237-10	Identification of Uncompensated Overtime	OCT 1997
I.73	52.242-1	Notice of Intent to Disallow Costs.	APR 1984
I.74	52.242-3	Penalties for Unallowable Costs.	OCT 1995
I.75	52.242-13	Bankruptcy.	JUL 1995
I.76	52.243-2	Changes - Cost-Reimbursement.	AUG 1987
I.77	252.243-7000	Engineering Change Proposals	MAY 1994

I.78 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts.).
(FEB 1997) -- Alternate I (AUG 1996)

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

I.79 52.244-5 Competition in Subcontracting DEC 1996

I.80 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1995)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the

reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.81	52.245-1	Property Records.	APR 1984
I.82	52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)(DEV).	JUL 1995

I.83 252.245-7001 Reports of Government Property. (MAY 1994)

- (a) The Contractor shall provide an annual report--
 - (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
 - (3) In duplicate, to the cognizant Government property administrator
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations

I.84	52.246-25	Limitation of Liability--Services.	FEB 1997
I.85	252.246-7000	Material Inspection and Receiving Report	DEC 1991
I.86	252.246-7001	Warranty of Data.	DEC 1991
I.87	52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit	FEB 1995
I.88	252.247-7023	Transportation of Supplies By Sea	NOV 1995
I.89	252.247-7024	Notification of Transportation of Supplies By Sea	NOV 1995
I.90	52.248-1	Value Engineering.	MAR 1989
I.91	52.249-6	Termination (Cost-Reimbursement).	SEP 1996
I.92	52.249-14	Excusable Delays.	APR 1984
I.93	52.250-1	Indemnification Under Public Law 85-804	APR 1984
		- Alternate 1 (APR 1984)	

I.94 52.251-1 Government Supply Sources (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be Government-furnished property, as distinguished from Government property. The provisions of the clause entitled Government Property, except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

I.95 252.251-7000 Ordering From Government Supply Sources. (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractors mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officers authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Governments invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractors failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractors authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractors failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Governments notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the

contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractors billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractors Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

(End of clause)

I.96 52.252-2 Clauses Incorporated by Reference. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.97 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.98 STANDARD COMMERCIAL WARRANTY (FEB 1997)(NSWCIHD)

The contractor shall extend to the Government the full coverage of any **standard commercial warranty** normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the **standard commercial warranty** does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the **standard commercial warranty**. The **standard commercial warranty** period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its **standard commercial warranty** (if applicable) with its offer. The warranty covers a period of ____ months. (Offeror is to insert number.)

SECTION J - LIST OF ATTACHMENTS

EXHIBIT (A) CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423
AND DD FORMS 1664 (**SHALL BE INSERTED AT TIME OF CONTRACT
AWARD**).

ATTACHMENT (1) CONTRACT ADMINISTRATION PLAN

ATTACHMENT (2) WAGE DETERMINATION
No: 94-2103, Revision No: 14
Date of Last Revision: 07/01/1997

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 Taxpayer Identification. (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c)

through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:[].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.☐

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

- (i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (SEP 1994)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address
of Offeror

Description of Inter-
est, Ownership

Name and Address
of Entity Con-
trolled by a For-
eign Government.

Percentage, and
Identification of
Foreign Govern-
ment

52.215-4 Type of Business Organization (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____.

(country)

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [8711].

(2) The small business size standard is [\$20 Million].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is

owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Woman-owned small business concern, as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.219-7000 Small Disadvantaged Business Concern Representation
(DoD Contracts). (JAN 1997)

(a) Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls --

___ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

___ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

___ Black American (U.S. citizen)

___ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

___ Other

(c) Complete the following --

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror --

___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

___ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) "Penalties and Remedies." Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

52.222-21 Certification of Nonsegregated Facilities. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. OCT 1997

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a [COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY DELIVERY ORDER] contract resulting from this solicitation.

L.4 52.222-24 Preaward On-Site Equal Opportunity Compliance Review. APR 1984

L.5 52.222-46 Evaluation of Compensation for Professional Employees. FEB 1993

L.6 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 252.237-7019 Identification of Uncompensated Overtime. APR 1992

L.8 5252.237-9402 Resume Requirements (JUN 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

L.9 52.252-1 Solicitation Provisions Incorporated by Reference (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.10 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

L.11 SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWCIHD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offer/proposal, capability information, past performance information, and cost/price information shall be submitted in **separate volumes, for a total of 4 Separate Volumes with copies**. The capability/past performance information shall **not** contain any cost/price information. The offeror shall submit the following:

VOLUME I: (Offer/Proposal, and Sections K, L, & M)

Two (2) completed and signed Solicitation Packages, with Sections A through J constituting the offer/proposal. This volume shall also include Sections K, L, and M and any Amendments. Contractor shall complete the provided RFP and shall **not** submit re-typed versions of the RFP. Contractor shall fill-in Section B CLIN pricing, and any other sections of the RFP requiring fill-ins.

VOLUME II: (Capability Information)

Three (3) copies of the requested Capability Information.
15 page limitation, excluding Resume(s), Letters of intent, and Resource Matrix.
Facilities information excluded from 15 page limitation.
Each Resume(s) is subject to a two (2) page limitation.
Resource Matrix - three (3) page limitation (fold-outs allowed).
Each Letter of Intent is limited to one (1) page.

VOLUME III: (Past Performance Information)

Two (2) copies of the requested Past Performance Information.
Limit 5 (1 page) Reference Data Sheets per Offeror.

VOLUME IV: (Cost/Price Information & Financial Information)

Two (2) copies of the requested Cost/Price Information
This includes company financial information.
No page limitation. Submit copy of Cost Breakdown Spread Sheet on disk in Excel 5.0 with this volume.

Note: The following restrictions apply to Volumes II and III: All pages shall be single-sided, minimum font = 12 (i.e. Microsoft Word Font 12 - Times New Roman, Courier New, and similar styles are acceptable), contractor format acceptable. **Pages shall be numbered and any excess pages treated as though not submitted and not evaluated.** Cover letters which are only necessary when taking exceptions, are included in page limitations. Indexes and Tabs are not included in page limitations. Diagrams and graphics are allowed but they are subject to the font and page limitations. Executive Summaries are not required and will, if provided, be included in page limitations.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance)

A) Offeror's Submission Acceptability. An Offeror's Submission is defined as the offeror's offer/proposal and all other information required by Sections K & L of the RFP.

Offer - In the context of this SSP, the word " offer" is synonymous with "proposal", and means "The promises made by an offeror to comply with the terms and conditions of the RFP". The Offer/Proposal consists of Sections A through J of the RFP. The Offer/Proposal, if accepted by the Government, shall become the resultant contract. The information required by Section L shall not become part of any resultant contract unless the Government and the Offeror choose to incorporate it as a result of discussions. The Government will evaluate each offeror's submission for acceptability on a pass or fail basis. The Government will consider an offeror's Submission to be acceptable if - - and only if - - it manifests the offeror's unconditional assent to the terms and conditions of the RFP (Sections A through M, and submission of all the information required by Sections K & L) as outlined below:

- 1) Completion of blocks 12 through 18 of the SF33 by the offeror;
- 2) Section B CLIN prices or costs and fees inserted by the offeror;
- 3) Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones within fill-ins completed by the offeror;
- 4) Sections A through M of the Uniform Contract Format completed, all requested information provided and returned by the offeror in it's entirety with no exceptions taken.
- 5) Acceptance via signature of all amendments.

The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each Offeror's Submission, which contains the offer/proposal, should contain the offeror's best terms from a cost/price, capability and past performance standpoint.

B. OFFEROR CAPABILITY (VOLUME II AND III INFORMATION)

Offeror Capability - An offeror's demonstrated ability to perform the type of work specified by the RFP. The Government will evaluate their capability on the basis of the following subfactors: (1) experience, (2) facilities/equipment, (3) personnel and (4) Past Performance. Acceptable Submissions will be evaluated by all Technical Evaluation Panel members to assess each offeror capability subfactor (excluding Past Performance). The Evaluation team shall consider page limitation requirements required in Section L of the RFP when conducting review. The capability subfactors B.1, B.2, and B.3 are listed in descending order of importance:

<u>CAPABILITY SUBFACTORS</u>	<u>WEIGHTING</u>
<u>(B.1) Experience</u>	<u>Most Important</u>
<u>(B.2) Facilities/Equipment</u>	<u>2nd Most Important</u>
<u>(B.3) Personnel</u>	<u>3rd Most Important</u>

While Past Performance is a capability subfactor it is evaluated separately by Code 114. The Past Performance rating shall be considered with the rating for subfactors B.1 - B.3 to determine the LOCAR.

Offeror's **must** submit the following capability information (B.1 through B.4) to the government with their Submissions. **If this information is not included the offeror's Submission will be determined Unacceptable in accordance with Factor A.** This information will not constitute a part of the RFP but is information to assist in determining an offeror's capability to perform the requirement. It will not become part of any contract resulting from this RFP, unless the government and offeror agree to make it a part of an offer through discussions.

B.1 Offeror Experience (VOLUME II INFORMATION).

Demonstrate, in writing, successful recent (within the last five (5) years) comprehensive corporate experience in handling comparable complex services for the government or the private commercial sector. This demonstration shall include of a narrative describing tasks performed, resources employed, complexity, and, if present management staff were involved or if any operational problems were encountered and how they were resolved.

INCUMBENT, AT THEIR OPTION, IS NOT REQUIRED TO SUBMIT INFORMATION REQUIRED BY SUBFACTOR B.1.

B.2 Facilities/Equipment (VOLUME II INFORMATION).

i) Offeror shall provide proof of ownership or lease of all facilities and equipment required for successful performance of the requirements of the RFP. The contractor's facilities which are to support the RFP requirements shall be located no more than a 175 mile radius from the NSWC at Indian Head, Maryland. If the contractor plans on subcontracting some of the machining requirements, his/her offer must provide proof that the subcontractor has the appropriate facilities/equipment. Proof of ownership/lease of facility shall be provided by copies of ownership/leasing documentation. Proof of ownership/lease of equipment shall be provided via a list identifying the equipment which is as either owned or leased by the offeror or teaming subcontractor. Documentation should include a long range plan exhibiting that the contractor intends to maintain facilities/equipment for the duration of the contract. There is no page limitation for providing documentation proving ownership/lease of facilities and equipment.

ii) A site survey may be conducted at the Government's discretion. The Contractor shall provide information as to the location of their facilities in order for the Government to conduct a Site Survey of the proposed facilities/equipment. This information shall include a point of contact for the Government in order to schedule the site survey.

INCUMBENT, AT THEIR OPTION, IS NOT REQUIRED TO SUBMIT INFORMATION REQUIRED BY SUBFACTOR B.2 UNLESS OTHERWISE SPECIFIED.

B.3 Personnel (VOLUME II INFORMATION).

i) Offeror shall provide a resume for the proposed Program Manager which shall include a history of related experience and employment that addresses the qualifications the program manager has to handle a procurement of the magnitude described in this RFP. The resume must address all of the requirements of the Program Manager listed in Section C under the Personnel Qualifications clause. It is highly desirable that the proposed program manager be currently employed by the offeror and shall be the person that will be assigned to this contract should the offeror receive award. If the resume submitted is for a contingent hire, a letter of intent shall be submitted (with the proposal) and signed by the prospective person.

ii) Offeror shall provide a Resource Matrix (Contractor Format) identifying the personnel resources the contractor has available for performance of the types of tasks described in the RFP. The Resource Matrix shall address how the proposed personnel meet the minimum requirements listed under the Personnel Qualifications clause in Section C. The resource matrix must address at a minimum the following labor categories:

- Program Manager (Key)
- Senior Producibility Engineer (Key)
- Electronics Engineer (Key)
- Electronics Technician
- Mechanical Engineer (Key)
- Mechanical Engineer Technician

Senior General Engineer (Key)
Metallurgist
Quality Assurance Specialist (Key)
Draftsman/Illustrator
Machinist (Key)
Machinist Helper
Welder
Welder Helper
CNC Programmer (Key)
Painter
Painter Helper
Administrative Assistant
Word Processor.

The matrix shall specifically identify whether the proposed personnel are currently employed by either the offeror or teaming subcontractor.

Note: A letter of intent must be submitted for any Key Personnel identified as "NOT Currently" employed on the Resource Matrix.

INCUMBENT REQUIRED TO SUBMIT INFORMATION REQUIRED BY SUBFACTOR B.3.

B.4 Past Performance (VOLUME III. INFORMATION) Offerors are limited to 5 (1 page) data reference sheets each. (Past Performance has its own level of importance in the source selection process. See Section M - Evaluation Factors for Award). If this information is not included the offeror's Submission will be determined Unacceptable.

Past Performance is a measure of the degree to which an offeror, as an organization, has: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The Government will inquire about: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. In the investigation of an offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information. The Government will also assess the role that significant teaming subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation. Submission of this past performance information shall be considered the offerors agreement to permit the government's representatives to contract the customers listed and inquire as to the past performance of the offeror. **This subfactor is evaluated by contracts personnel**, it is not reviewed by the technical evaluation panel. This information shall be provided by the offeror on five (5) reference data sheets containing the following information regarding its past performance as relates to the requirements of this RFP:

- (1) Contract number(s)
- (2) Name of agency/company who contract was with
- (3) Point of contact and telephone number of the Contracting Officer and the Contracting Officer's Representative ensure current information)
- (4) Dollar value of the contract
- (5) Detailed description of work performed.
- (6) Clear statements describing whether the contract services were completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction.
- (7) The number, type, and severity of quality, service or

cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

INCUMBENT, AT THEIR OPTION, IS NOT REQUIRED TO SUBMIT INFORMATION REQUIRED BY SUBFACTOR B.4.

C. COST/PRICE (VOLUME IV. INFORMATION). If this information is not included the offeror's Submission will be determined Unacceptable.

The cost/price proposal shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable. Contractor's shall submit a breakdown of their cost proposals on **disk in Excel 5.0 format.**

The cost/price proposal shall include information regarding the general financial condition of the offeror and specific plans for financing the proposed contract, including the latest available financial statements. The contractor shall provide Profit and Loss Statements for the past (3) years, or if a new company for as many years as the company has been in business. The Government does not intend to provide any financial assistance.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

If the offeror is currently being audited or has been audited in the past by **the Defense Contract Audit Agency (DCAA)**, the offeror shall furnish the name, **phone number**, location and point of contact of the assigned DCAA office as part of the cost/price proposal.

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. Cost Realism Determination - The process of analyzing an offeror's proposed estimated cost which can reasonably be expected to be incurred in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

L.12 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)

(VOLUME VI. INFORMATION). If this information is not provided the offeror's Submission will be determined Unacceptable.

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B (CLIN PRICING) OF THE RFP ONLY.

L.13 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to

which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 Evaluation of Options.

JUL 1990

M.2 COST REALISM (JUN 1993) (IHD/NSWC)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

M.3 F.O.B. OFFER LANGUAGE (RFP)(NAVSEA)

Offers submitted on the basis other than F.O.B. Destination shall be rejected as unacceptable.

M.4 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

M.5 SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, represent the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once the government arrives at an expected value for each offeror, the government will make a series of comparisons among the offerors by comparing the expected values to the realized/evaluated price or cost and fee. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an Offeror's Submission must be acceptable for an offeror to be eligible for award and, since the government will evaluate acceptability on a pass or fail basis, acceptability of the Offeror's Submission is the most important factor. In deciding which of the offerors submitting an acceptable Submission is the best overall value the government will consider an offeror's capability (to include past performance) and the government's level of confidence in that capability to be significantly more important than price.

3. LEVEL OF CONFIDENCE AND EXPECTED VALUE: The government's level of confidence rating (LOCAR) and hence the expected value for each offeror shall be developed on the basis of the offeror's **score for capability subfactors B.1. through B.3.**, and the offeror's **past performance rating**. The government's level of confidence is a **subjective rating** which reflects the degree to which the government believes that an offeror is likely to keep its promises made in the offer, i.e., the determination of the expected value of the promises made by the offeror.

After the evaluation process, offers shall be compared/ranked against each other, based on the scores achieved, to arrive at a decision as to the offer that represents the Best Value to the Government using the LOCAR (Level of Confidence Assessment Rating) method outlined and exemplified below:

For this example, to achieve the LOCAR, assume the following:

OFFEROR	PAST PERFORMANCE	+	SUBFACTOR B.1, B.2, B.3 SCORE	=	LOCAR
A	Neutral		.9		.8
B	Good		.7		.6
C	Excellent		.8		.95
D	Poor		.5		.3
E	N/A		NONE		NONE

The government shall consider two ratings (past performance and the subfactor scores B1. through B.3) to arrive at its level of confidence for the offeror (the LOCAR) using the following descriptors for the specific range of scores achievable for the LOCAR: (Maximum 1.00). Offeror E's Submission was Unacceptable therefore further evaluation was not required since the offeror would receive a Promised Value of "0" as noted in the Expected Value Table:

Most likely to succeed	.95 to 1.00
More likely to succeed	.6 to .94

Fifty/fifty chance of success .5
 More likely to fail 0 to .4

NOTE: Contractors should not try to derive any type of numerical algorithm from this example. The ratings are purely subjective and the example only intended to demonstrate how the evaluation process is conducted.

The Expected Value is then determined as follows:

OFFEROR	PROMISED VALUE	X	LOCAR	=	EXPECTED VALUE	PRICE**
A	100	x	.8	=	80	\$9M
B	100	x	.6	=	60	\$8M
C	100	x	.95	=	95	\$10M
D	100	x	.3	=	30	\$9.5M
E	0*	x	None	=	0	\$7.5M

* Offeror E is Unacceptable

** Evaluated Price

As soon as the expected value of every offer/proposal has been determined, proposals will be compared making value and price tradeoffs, and award will be made to the offeror(s) whose submission offers the best overall value. If the offeror with the better expected value has the lower price then that offeror is clearly the Best Value. If the offeror with the better expected value has the highest or higher price, then a determination must be made whether the difference in expected value is worth the difference in price. The government reserves the exclusive right to determine which offeror(s) offer the best overall value. In the scenario in the example the government may choose to award to either offeror A, offeror B, or offeror C considering value/price tradeoffs.

4. EVALUATION FACTORS (In descending order of importance unless noted)

A) Offeror's Submission Acceptability. An Offeror's Submission is defined as the offeror's offer/proposal and all other information required by Sections K & L of the RFP. **Offer** - In the context of this SSP, the word "offer" is synonymous with "proposal", and means "The promises made by an offeror to comply with the terms and conditions of the RFP". The Offer/Proposal consists of Sections A through J of the RFP. The Offer/Proposal, if accepted by the Government, shall become the resultant contract. The information required by Section L shall not become part of any resultant contract unless the Government and the Offeror choose to incorporate it as a result of discussions. The Government will evaluate each offeror's submission for acceptability on a pass or fail basis. All acceptable submissions shall be assigned a value of 100 points as the offeror's promised value. Unacceptable submissions shall receive a value of 0 (zero) as the offeror's promised value. Unless determined otherwise by the Contracting Officer unacceptable submissions shall receive a level of confidence rating (LOCAR) of "NONE". The Government will consider an offeror's Submission to be acceptable if - - and only if - - it manifests the offeror's unconditional assent to the terms and conditions of the RFP (Sections A through M, and submission of all the information required by Sections K & L) as outlined below:

The RFP includes:

- 1) Completion of blocks 12 through 18 of the SF33 by the offeror;
- 2) Section B CLIN prices or costs and fees inserted by the offeror;
- 3) Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones within fill-ins completed by the offeror;

- 4) Sections A through M of the Uniform Contract Format completed, all requested information provided and returned by the offeror in its entirety with no exceptions taken.
- 5) Acceptance via signature of all amendments.

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he solicitation shall request the submission of proposals and the information required by Sections K & L of the RFP within thirty (30) days after the issuance date of the RFP. Upon receipt of proposals and the other information, Submission Acceptability shall be documented. Assessment or evaluation of an offeror's capability information shall only be conducted after their Submission is determined to be acceptable. Submissions determined to be unacceptable shall receive a Promised Value of "0" and a LOCAR of "None".

The Government will consider any Submission that takes exception to any term or condition of the RFP; does not provide all information required by Sections K & L of the RFP; or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory.

The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each Submission, which contains the offer/proposal, should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals as authorized by FAR 15.307. The government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers' specified expiration time, the government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

B) OFFEROR CAPABILITY (Scored on a variable basis with maximum being 100% or 1.00)

The government will evaluate the capability of the offerors which submitted acceptable Submissions based on the score achieved for subfactors B.1, through B.3 below, and the past performance rating, to arrive at a LOCAR for each offeror. The government will evaluate their capability on the basis of the following subfactors:

(Submission requirements and Order of importance for subfactors B.1 through B.4 are provided under Section L of the solicitation)

B.1) Offeror Experience/Facilities (see Section L for description)

(Note: The Government shall evaluate the incumbent based on its knowledge acquired as a result of association under past and current contracts.)

B.2) Facilities/Equipment (see Section L for description)

(Note: The Government shall evaluate the incumbent based on its knowledge acquired as a result of association under past and current contracts.)

B.3) Personnel (see Section L for description)

(Note: The incumbent's submission shall be evaluated and scored accordingly)

B.4) Past Performance (see Section L for description)

(Note: The Government shall evaluate the incumbent based on its knowledge acquired as a result of association under past and current contracts.)

Although Past Performance is considered a capability subfactor it is separate and distinct from the other capability subfactors. Past performance is one element which is used in conjunction with the score achieved for B.1 through B.3, to determine the LOCAR for a particular offeror.

The government will not attribute to an offeror the individual past performance of the offeror's current or prospective employees.

Past Performance shall be assigned one of the following descriptors:

EXCELLENT - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded .

GOOD - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for equitable adjustments and extensions of contract periods of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

POOR - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government and the offeror have expended a significant amount of time, effort, and money in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

NEUTRAL - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor. - (Not scored)

C. PRICE OR COST AND FEE EVALUATION

Price analysis, cost analysis, or cost realism analysis may be conducted on the data submitted to arrive at a realistic evaluated cost. This evaluated cost shall be used in the LOCAR rating system to determine the offeror who presents the best overall value to the government.

ATTACHMENT (1)
FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-98-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post award conference
 - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
 - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
 - f. Issue order and obligate funds
 - g. Authorize overtime (only if provided for in contract)
 - h. Authorize performance to begin (includes emergencies)
 - i. Maintains oversight to assure that funds and contract scope are not exceeded.
 - j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.

l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of the level of effort between labor categories is within that allowed by the contract.

m. If the delivery order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR _	Name	Code	Telephone
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PCO	DAVID E. HALL		
	Code 1142		Telephone (301)743-6556

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

ATTACHMENT (2)

WAGE DETERMINATION NO: REV 94-2103(14) AREA: DC,DISTRICT-WIDE

*****FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL*****

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.:94-2103 William W. Gross

Division of | Revision No.: 14
Director | Wage Determinations | Date of Last Revision: 07/01/1997

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,
PRINCE GEORGE'S, ST MARY'S.
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,
FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 9.67
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08

01341	Stenographer I	\$ 13.26
01342	Stenographer II	\$ 14.87
01400	Supply Technician	\$ 16.86
01420	Survey Worker(Interviewer)	\$ 13.22
01460	Switchboard Operator- Receptionist	\$ 10.28
01510	Test Examiner	\$ 13.22
01520	Test Proctor	\$ 13.22
01531	Travel Clerk I	\$ 7.98
01532	Travel Clerk II	\$ 8.60
01533	Travel Clerk III	\$ 9.26
01611	Word Processor I	\$ 10.48
01612	Word Processor II	\$ 12.05
01613	Word Processor III	\$ 14.95
AUTOMATIC DATA PROCESSING:		
03010	Computer Data Librarian	\$ 9.97
03041	Computer Operator I	\$ 10.23
03042	Computer Operator II	\$ 12.06
03043	Computer Operator III	\$ 14.62
03044	Computer Operator IV	\$ 16.53
03045	Computer Operator V	\$ 17.79
03071	Computer Programmer I 1/	\$ 14.46
03072	Computer Programmer II 1/	\$ 16.97
03073	Computer Programmer III 1/	\$ 19.87
03074	Computer Programmer IV 1/	\$ 23.04
03101	Computer Systems Analyst I 1/	\$ 17.93
03102	Computer Systems Analyst II 1/	\$ 23.32
03103	Computer Systems Analyst III 1/	\$ 27.12
03160	Peripheral Equipment Operator	\$ 9.97
AUTOMOTIVE SERVICE:		
05005	Automobile Body Repairer, Fiberglass	\$ 18.39
05010	Automotive Glass Installer	\$ 16.45
05040	Automotive Worker	\$ 16.45
05070	Electrician, Automotive	\$ 17.44
05100	Mobile Equipment Servicer	\$ 14.43
05130	Motor Equipment Metal Mechanic	\$ 18.39
05160	Motor Equipment Metal Worker	\$ 16.45
05190	Motor Vehicle Mechanic	\$ 18.46
05220	Motor Vehicle Mechanic Helper	\$ 13.38
05250	Motor Vehicle Upholstery Worker	\$ 15.47
05280	Motor Vehicle Wrecker	\$ 16.45
05310	Painter, Automotive	\$ 17.44
05340	Radiator Repair Specialist	\$ 16.45
05370	Tire Repairer	\$ 14.43
05400	Transmission Repair Specialist	\$ 18.39
FOOD PREPARATION AND SERVICE:		
07010	Baker	\$ 11.47
07041	Cook I	\$ 10.06
07042	Cook II	\$ 11.47
07070	Dishwasher	\$ 7.23
07100	Food Service Worker (Cafeteria Worker)	\$ 7.23
07130	Meat Cutter	\$ 11.47
07250	Waiter/Waitress	\$ 7.89
FURNITURE MAINTENANCE AND REPAIR:		
09010	Electrostatic Spray Painter	\$ 17.44
09040	Furniture Handler	\$ 12.13
09070	Furniture Refinisher	\$ 17.44

09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44
GENERAL SERVICES AND SUPPORT:	
11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89
HEALTH:	
12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12280 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83
INFORMATION AND ARTS:	
13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60
LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77

15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.60
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24
MATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.50
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25
MECHANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39

23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
PLANT AND SYSTEM OPERATION:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 14.90
27010 Court Security Officer	\$ 15.76
27040 Detention Officer	\$ 15.76
27070 Firefighter	\$ 14.65
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.54
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:	
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
TECHNICAL:	
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75

29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 14.74
29492 Unexploded Ordnance Technician II	\$ 17.83
29493 Unexploded Ordnance Technician III	\$ 21.37
29494 Unexploded Safety Escort	\$ 14.74
29495 Unexploded Sweep Personnel	\$ 14.74
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62
TRANSPORTATION/MOBILE EQUIPMENT OPERATION:	
31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93
MISCELLANEOUS:	
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75

99620 School Crossing Guard (Cross-walk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the

actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.